



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Gilmanton Education Association/NEA-NH	:	
	:	
Petitioner	:	
	:	Case No. P-0310:8
v.	:	
	:	
Gilmanton Board of Education	:	Decision No. 91-61
	:	
Respondent	:	

APPEARANCES

Representing Gilmanton Education Association:

Janet Paddleford Loto, UniServ Director

Representing Gilmanton Board of Education:

Bradley Kidder, Esq., Counsel

Also appearing:

Richard L. Jones, NHMA
Wendy Lee Parker, NHMA
Christine Hayes, Gilmanton
F. Poole, Gilmanton

BACKGROUND

On May 3, 1991, the Gilmanton Education Association/NEA-NH (Association) filed an unfair labor practice charge against the Gilmanton Board of Education (District) for its implementation of the so-called "Enhanced Managed Care Rider" to the District's medical and health insurance program.

The Association claims that the addition of the rider changes the benefit structure of the health program and, thus, is a mandatory subject of bargaining.

The District's position is that the contract between the parties permits the District to change the health insurance program providing that it remains substantially equivalent to that which is in place. The District further argues that the rider did not change the benefit structure and finally, that the contractual language referred to by the District had been previously utilized without protest.

FINDINGS OF FACT

After hearing all of the arguments in this case, the PELRB finds:

1. The collective bargaining agreement between the parties requires the School Board to maintain an insurance plan for all employees that is equivalent to Plan JY of Blue Cross/Blue Shield.

2. A representative of the School District attempted to meet with the teachers to explain the Managed Care Rider in 1990. That request was ignored by the Education Association.

3. No testimony was offered with respect to the negotiations leading up to the adoption of the language relied upon by the District to illuminate the meaning of "equivalent" upon which there are differing opinions between the parties. However, the Board in such cases looks to the conduct of the parties and evidence was offered that in the recent past the District had included a rider to the plan which provided for the reimbursement to teachers for prescription drugs and that such adoption of the rider was acceded to by the teachers.

4. The District adopted the prescription rider in accordance with this contractual language.

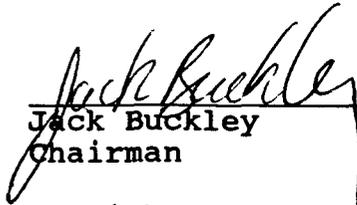
5. The conduct of the parties indicates that the change made by the implementation of the Enhanced Managed Care Rider is permissible under the terms of the collective bargaining agreement.

DECISION AND ORDER

The PELRB finds that the School District had the authority to implement the Enhanced Managed Care Rider under the terms of their contract which is supported by past practice and therefore, dismisses the charge of unfair labor practice.

So ordered.

Signed this 11 day of Sept, 1991.



Jack Buckley
Chairman

By unanimous vote. Seymour Osman and Richard E. Molan, Esquire
present and voting.